



BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

September 28, 1999

REC'D TH
REGULATORY AFFAIRS
Guy M. Hicks
General Counsel
'99 SEP 30 PM 4 06
EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

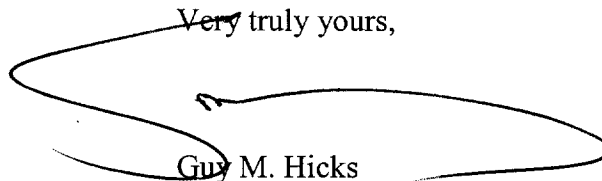
Re: CSA KY98-4958-00
Docket No. ~~99~~-00210

Dear Mr. Waddell:

Enclosed are fourteen copies of the letter requested by the Directors in connection with this Contract Service Arrangement ("CSA"). The letter confirms that the customer's agreement to pay the difference between the actual billed revenue for its Volume and Term Eligible Services and its contract revenue commitment as set forth in Section V of the CSA does not apply upon the customer's early termination of the CSA.

This letter is being submitted with the customer's name and signature redacted. A copy of the letter showing the customer's name and signature, which is proprietary, is being submitted under separate cover subject to the terms of the Protective Order entered in this proceeding.

Very truly yours,



Guy M. Hicks

GMH:ch
Enclosure

FILE



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6520
Fax 615 214-8058

Charles L. Howorth, Jr.
Regulatory Vice President

September 17, 1999

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Tariff for Contract Service Arrangement KY98-4958-00

Dear Mr. Waddell:

This letter confirms that the customer's agreement to pay the difference between the actual billed revenue for its V&T Eligible Services and its Minimum Annual Revenue Base, as set forth in Section V of the CSA, does not apply upon the customer's early termination of the CSA. The customer must pay only the amount calculated in accordance with Section IX (as amended) upon early termination of the CSA.

Thus, as an example, if amended Section IX requires a payment of \$70,000 upon early termination of the CSA, the customer will pay only \$70,000 upon early termination of the CSA. This is true even if at the time of the early termination, the customer's actual billed revenue for its V&T Eligible Services is \$800,000 below its annual commitment level.

As indicated by the signature below, the customer agrees that this letter confirms its understanding of the manner in which termination liability charges are calculated under this CSA.

Very truly yours,


Charles L. Howorth, Jr.

CLH/jem

Mr. David Waddell, Executive Secretary
September 17, 1999
Page 2

I have reviewed this letter and acknowledge that it accurately reflects my understanding, on behalf of the Customer, of the terms and conditions of this CSA.

By: _____

Title: DIRECTOR

Date: 9/29/99